

## Contract Company Agreement

This Contract Company Agreement (this "Agreement") is made effective as of \_\_\_\_\_ (start date) by and between Tiffin City School District (the "Client") of 244 South Monroe Street Tiffin, Ohio 44883 and Resilience Therapy Services, LLC (the "Company") of 5107 Ransom Rd. Sandusky, Ohio 44870.

The Client	The Company
Tiffin City School District 244 South Monroe Street Tiffin, Ohio 44883	Resilience Therapy Services, LLC 5107 Ransom Rd. Sandusky, Ohio 44870

### Background

- A. The Client is of the opinion that the Company has the necessary qualifications, experience, and abilities to provide services to the client.
- B. The Company is agreeable to providing such services to the Client on the terms and conditions set forth in this Agreement.

**In Consideration** of the matters described above of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Company (individually the "Party" and collectively the "Parties" to this agreement) agree as follows.

### Status of Company

1. This is not an employment contract. The Company is a speech and language service contract company. The Company is responsible for providing the Services outlined in this agreement. The Company is responsible for payment of all federal, state, and local payroll taxes for and on behalf of the Company.
2. The Company has the right/ability to transfer the responsibilities of providing the Services and abiding by the Duties of the Speech and Language Pathologist, to any employee hired by Resilience Therapy Services, LLC on behalf of the Client.
3. The Company will notify the Client of the transfer of services to an employee.
4. The Company is required to ensure any employee's are: fully licensed and credentialed by the American Speech Hearing and Language Association (ASHA) and the Ohio Speech and Hearing Professionals Board, Pupil Service License from the Ohio Department of Education, and Cardiopulmonary Resuscitation (CPR) certified, unless the employee is hired during their Clinical Fellowship (CFY).
5. If an employee is hired during the Clinical Fellowship (CFY), Resilience Therapy Services, LLC will ensure the employee: has obtained a conditional license from ASHA

and the Ohio Speech and Hearing Professionals Board and the Pupil Service License from the Ohio Department of Education.

6. Upon the transfer of Services to an employee of the Company, the employee will abide by all Terms outlined in this Agreement to the Client.

### **Services Provided**

1. The Client hereby agrees to engage the Company to provide the Client with the following services (the "Services")
  - a. Speech and Language Therapy Services (See "Duties of Speech Language Pathologist")
2. The Services may also include other Speech and Language Therapy related services, including but not limited to: feeding/swallowing consulting, staff education, therapeutic management, and attending meetings. These additional tasks are dependent upon mutual agreement from both Parties.

### **Terms of Agreement**

1. The terms of this Agreement (the "Term") will begin on \_\_\_\_\_ (start date) and act as an evergreen contract, in which this Agreement will automatically renew on \_\_\_\_\_ (anniversary date), during which this Agreement will be reviewed between both parties to determine necessary changes, update information, and adjust compensation rates.
2. The Client or the Company independently have the right to terminate this Agreement, with or without cause, upon 30 calendar days prior written notice, with the date the notice was sent as the first day of the 30 calendar days.
3. Termination notice to be provided in writing, via US mail or email, to the following addresses:  
Company: Resilience Therapy Services, LLC 5107 Ransom Rd. Sandusky, Ohio 44870  
Email: aspeer@resiliencetherapyservices.com (Ashton Speer, SLP/Owner)  
Client: Tiffin City School District 244 South Monroe Street Tiffin, Ohio 44883  
Email: jerry\_nadeau@tiffincityschools.org (Gerald Nadeau, Director of Student Services) and abigail\_young@tiffincityschools.org (Abigail Young, Student Services Administrative Assistant)
4. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
5. The Client acknowledges any past due payments, qualify as a breach of this Agreement, during which the Company has the right to immediately cease any and all services being provided and the Terms of this Agreement.
6. The Company is able to utilize the following materials and supplies: 1.) Printers & scanners, 2.) Personal Protective Equipment (PPE), which include but is not limited to: (gloves, face masks (any kind/type the Client currently has required), and face covering). 3.) COVID-19 tests and copies of results (if required by the school district). 4.) Cleaning and disinfectant supplies (i.e. disinfectant wipes/spray, hand sanitizer, face shields, etc) 5.) General office supplies (i.e. tape, staplers, paper clips, copy paper, pens)

7. The Company's caseload will be limited to the standard/guidance set by the Ohio Department of Education, which states: "A speech and language pathologist shall provide services to no more than: (i) Eighty school-age children with disabilities, or (ii) No more than fifty school-age children with multiple disabilities, hearing impairments, autism, or orthopedic/other health impairments, or (iii) No more than fifty preschool children with disabilities, or (iv) A combination of preschool and school-age children with disabilities or children with multiple disabilities, hearing impairment, autism, or orthopedic/other health impairments proportionate to the ratios set forth in (1)(3)(f)(i), (ii), and (iii)."
8. In order for a student to be added to the Company's caseload, prior written notice from the Client must be received by the Company at least one week prior to provide adequate time for the Company to approve and include the student in the schedule.
9. The Company has the right to refuse to provide services to any students in which any SLP's of the Company feel unsafe to provide services to, due to the student demonstrating consistent violent/aggressive/unsafe behaviors to either the SLP, the student themselves, or any staff member of the school district. This right of refusal is subject to determination by Ashton Speer M.S. CCC-SLP/Owner of the Company.
10. The Client is not responsible for providing paid holidays, paid vacations, paid sick leave, group or individual insurance, pension benefits, disability coverage, Social Security coverage, unemployment benefits, or worker's compensation benefits.
11. The Client agrees to the recommendation of the Company in regard to speech and language services and related services.
12. The Client will have access to the Company's records for all services rendered during the course of the agreement.
13. In the event the Company experiences technological difficulties when utilizing the required electronic documentation programs, the Client will provide assistance.
14. The Client will provide a suitable work area to administer the Services.
15. The Client will maintain confidentiality of professional reports, written by the Company, as required by state law, professional standards, and the The Health Insurance Portability and Accountability Act (HIPAA).
16. The Client will provide the Company with a list and schedule of students to be serviced.
17. The Client agrees the following are instances in which the Services will be regarded as an excused absence, and therefore do not have to be rescheduled. These include the following, but are not limited to: calamity days, students absences, school breaks, school field trips, school assemblies/student meetings, student not available due to participating in another related service, meeting, state and district wide testing, or extra curricular activities/extra recess.
18. Provision of any Extended School Year (ESY) services for students receiving speech therapy during summer recess months will be negotiated in a separate contract.
19. The Company will provide results of a background check upon request by the Client.

#### **Duties of the Speech Language Pathologist**

1. The Speech Language Pathologist (employee or Ashton Speer ,Owner) represents that she is, and shall remain during the term of this agreement, a duly licensed and certified

- Speech-Language Pathologist, licensed pursuant to the laws of the State of Ohio and certifications under the American Speech-Language Hearing Association (ASHA).
2. Provide school-based speech and language services to students enrolled at Tiffin City School District.
  3. Provide screenings to identify students who are at-risk and/or demonstrate communication characteristics which may adversely effect or impact their educational performance, as deemed appropriate by the Company.
  4. Refer a student to the school district for an initial evaluation as deemed appropriate by the Company.
  5. Provide a thorough assessment and diagnosis of any area within the scope of practice of a Speech-Language Pathologist at the discretion of the Company which includes but is not limited to speech, expressive and receptive language, pragmatics, fluency, voice, aural rehab, auditory processing, and augmentative systems to complete initial and recurring Evaluation Team Reports (ETR).
  6. Complete required documentation for ETR's, Individualized Education Program's (IEP), and/or Service Plan's (SP), progress notes, and Medicaid billing in a timely manner.
  7. The Company has the authority to determine speech & language aspects of a students IEP, SP, or any other treatment documentation/plan including, but not limited to, the amount of treatment minutes, consultation minutes, goals, objectives, accommodations related to speech and language, and background information of the student.
  8. Provide appropriate IEP's/SP's/any other treatment documentation at the discretion of the Company, to address individual students' needs and improve upon speech or language impairments to meet the treatment goals and minutes outlined in the students' treatment documents.
  9. Collaborate with parents, teachers, and other members of an interdisciplinary team to implement and integrate therapy strategies for students.
  10. Work cooperatively as a member of the Interdisciplinary Team.
  11. Participate in IEP, ETR, and any other meetings related to the needs of a student on the caseload by presenting data and providing consultation with staff and parents/guardians, as needed.
  12. The Company will have the authority to add students to the caseload, dismiss students from the caseload, or restructure the service provision for students as appropriate and within the requirements outlined in the Individuals with Disabilities Education Act (IDEA).
  13. Assist teachers in observing, describing, and referring suspected and identified speech and language impairments.
  14. Provide recommendations concerning appropriate equipment needs for the Client. The Company is not responsible for the payment of equipment recommended.
  15. Consistently demonstrate sound judgment in the evaluation, planning, implementation, and follow up of student therapy programs.
  16. Adheres to HIPAA and safety policies.
  17. Responds to and acts appropriately in emergency or disaster situations.
  18. Adheres to high standards of cleanliness, grooming, hygiene and professional appearance.
  19. Abide by COVID-19 policies and safety procedures of the Client.

20. The Company will participate in required trainings and continuing education courses of the Client, at the hourly compensation rate.

### **Confidential Information**

1. The Company warrants to abide by the terms of this Agreement related to the nondisclosure of confidential information. All information relating to the Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by the Company and will not be disclosed or used by the Company except to the extent that such disclosure or use is reasonably necessary to the performance of providing the Services.
2. All information relating to the Client that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by the Company and will not be disclosed or used by the Company except to the extent that such disclosure or use is reasonably necessary to the performances of the Company's duties and obligations under this Agreement.
3. These obligations of confidentiality will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

### **Limitation of Liability**

1. The Company shall maintain general liability insurance with limits of One Million Dollars (\$1,000,000.00 ) per occurrence for bodily injury and property damage, with 2 Million Dollars total.

### **Compensation/Fee Terms**

1. As full compensation for the Services rendered pursuant to this Agreement, the Client will pay the Company at the following rates:

SPEECH THERAPY: \$71/hour  
Mileage: \$ .67/mile

2. Hourly rate includes the Services provided, see "Duties of Speech and Language Pathologist" for details.
3. The Client agrees to compensate mileage to the Company, at the rate of \$.67/mile, for any miles incurred during traveling from any location (i.e. home, another district, etc) to any school building/location the Company is providing Services on behalf of the Client, and any miles incurred of the Company traveling from any school building/location of the Client to any location of the Company (i.e. home, another district, etc) this also includes any building related to the Client in which the Company must complete duties related to the Company providing the Services (i.e. obtain name badge, obtain key fobs, fill out paperwork, etc). For example, if the Company is traveling from Port Clinton, Ohio to Krout Elementary School in Tiffin, Ohio then to Sandusky, Ohio the Client will

compensate the Company for the miles incurred from Port Clinton, Ohio to Krout Elementary and the miles incurred from Krout Elementary to Sandusky, Ohio. As well as, any miles incurred traveling between any buildings of the Client, including but not limited to all school buildings of Tiffin City School District and any student homes participating in home instruction. All miles incurred will be documented on invoices.

4. The Client will not be held responsible for expenses, other than mileage aforementioned, incurred by the Company in the performance of services outlined in this Agreement.
5. Hourly rate covers years of experience, and expenses including but not limited to training, licensures, certifications, continuing education, printing, therapeutic materials, evaluation materials, office supplies (i.e. laptop), and traveling supplies.

#### **Payment Terms**

1. Invoices will be submitted biweekly by the Company for payment in full by the Client on a 14 calendar day net basis as from the date of the invoice. A surcharge of 5% per month on the unpaid amount of an invoice will be charged on past due accounts. In the event of multiple past due accounts the 5% surcharge will apply to the total sum of the unpaid accounts. Payments by the Client will thereafter be applied to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by the Client. If payment of invoices are not current, the Company may suspend performing further work until payment for services is received in full, in addition to any surcharges accumulated.

#### **COVID-19 Terms**

1. The Client agrees to communicate COVID-19 policies, including updates, throughout the term of this Agreement.
2. Both Parties agree if the Company contracts COVID-19, as evidenced by a positive COVID-19 test, the Company must quarantine for a specified period of time agreed between both Parties.
3. The Company and Client agree that student quarantine is an excused absence from speech and language services and those services do not have to be rescheduled.

#### **Autonomy**

1. Except as otherwise provided in this Agreement, the Company will have full control over working time, methods, and decision making in relation to provision of the services provided in accordance to this Agreement. The Company will work autonomously and not at the direction of the Client.

#### **Non-Exclusivity**

1. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term of this Agreement, to engage or contract with third parties for the provision of services similar to the Services.

**Notice**

1. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses or via email at the following email addresses:

**Address of the Client:**

Tiffin City School District 244 South Monroe Street Tiffin, Ohio 44883

**Email Address of the Client:**

jerry\_nadeau@tiffincityschools.org (Gerald Nadeau, Director of Student Services)  
and abigail\_young@tiffincityschools.org (Abigail Young, Student Services Administrative Assistant)

**Address of the Company:**

Resilience Therapy Services, LLC 5107 Ransom Rd. Sandusky, Ohio 44870

**Email Address of the Company:**

aspeer@resiliencetherapyservices.com (Ashton Speer M.S. CCC-SLP, Owner)

Or to such other addresses as either Party may from time to time notify the other.

**Modification of Agreement**

1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by both Parties or an authorized representative of each Party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above and by signing agree to this Agreement in its entirety.

**The Client:**

Tiffin City School District

**Address:**

Tiffin City School District 244 South Monroe Street Tiffin, Ohio 44883

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Name (Printed)

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Signature

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Date

**The Company:**

Resilience Therapy Services, LLC

**Address:**

5107 Ransom Rd. Sandusky, Ohio 44870

Ashton Speer M.S. CCC-SLP, Owner  
Name

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Signature

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Date